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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

FEB 28 2022

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

BLANCA TORRES, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

GALAXY OIL COMPANY, a California corporation; GALAXY/FIRESTONE, a California corporation; GALAXY/HARBOR, a California corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. 30-2017-00962727-CU-OE-CXC

*Assigned for all purposes to:
Hon. James Di Cesare
Dept. C16*

REVISED ~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT

Date: February 18, 2022
Time: 9:30 a.m.
Dept: C16

1 This matter came on for hearing on February 18, 2022, at 9:30 a.m., in Department C16
2 of the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval which was filed on July 30, 2021, and the Memorandum of Understanding
5 ("Memorandum"), a copy of which was filed as Exhibit A attached to the Declaration of Jessica
6 L. Campbell in Support of Plaintiff's Motion for Preliminary Approval of Class Action
7 Settlement on March 23, 2021 as ROA # 324.

8 Having received and considered the Memorandum of Understanding, the supporting
9 papers filed by the Parties, and the evidence and argument received by the Court in conjunction
10 with the unopposed Motion for Preliminary Approval of Class Action Settlement heard July 30,
11 2021 and the instant Motion for Final Approval, the Court grants final approval of the Settlement
12 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
14 each Settlement Class Member by first-class mail. These papers informed the Settlement Class
15 of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right
16 (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and
17 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final
18 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
19 were provided by each of these procedures. No member of the Class filed written objection to
20 the proposed Settlement as part of this notice process or stated an intention to appear at the final
21 approval hearing.

22 2. The Court finds and determines that this notice procedure afforded adequate
23 protections to Settlement Class Members and provides the basis for the Court to make an informed
24 decision regarding approval of the Settlement based on the responses of the Settlement Class.
25 The Court finds and determines that the notice provided in this case was the best notice
26 practicable, which satisfied the requirements of law and due process.

27 3. With respect to the Settlement Class and for purposes of approving this Settlement
28 only, this Court finds and concludes that: (a) the members of the Settlement Class are

1 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
2 of law or fact common to the Settlement Class, and there is a well-defined community of interest
3 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
4 claims of Class Representative Blanca Torres are typical of the claims of the members of the
5 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of
6 the members of the Settlement Class; (e) a class action is superior to other available methods for
7 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
8 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
9 individual and representative capacities for the Class.

10 4. The Court has certified a Settlement Class, as that term is defined in and by the
11 terms of the Memorandum of Understanding as all non-exempt employees employed by
12 Defendants in California at any time between December 18, 2016 through February 24, 2020,
13 and the Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

14 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

15 6. The Court hereby confirms Plaintiff Blanca Torres as the Class Representative in
16 this Action.

17 7. The Court finds and determines that the terms set forth in the Memorandum of
18 Understanding are fair, reasonable, and adequate and directs the Parties to effectuate the
19 Settlement according to its terms, having found that the Settlement was reached as a result of
20 informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court
21 further finds that the Parties conducted extensive investigation, research, and discovery and that
22 their attorneys were able to reasonably evaluate their respective positions. The Court also finds
23 that the Settlement will enable the Parties to avoid additional and potentially substantial litigation
24 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
25 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
26 value accorded to the Class.

27 8. The Court orders Defendants to transfer the Gross Settlement Fund plus
28 Defendants' share of employer-side payroll taxes into a qualified settlement fund established by

1 the Settlement Administrator either directly or by sending the funds to the Settlement
2 Administrator to be deposited and distributed within ten (10) business days of the date the Court
3 signs this Order.

4 9. The Court finds and determines that the terms of the Settlement are fair, reasonable
5 and adequate to the Settlement Class and to each Settlement Class Member and that the Settlement
6 is ordered finally approved, and that all terms and provisions of the Settlement should be and
7 hereby are ordered to be consummated.

8 10. The Court finds and determines that the Individual Settlement Payments to be paid
9 to participating Settlement Class Members as provided for by the Settlement are fair and
10 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
11 be made to the participating Settlement Class Members in accordance with the Memorandum of
12 Understanding. Individual Settlement Payments to Class Members shall be allocated as 40%
13 wages, 40% penalties, and 20% interest for tax purposes.

14 11. The Court finds and determines that payment to the California Labor and
15 Workforce Development Agency of \$11,250.00 as its share of the settlement of civil penalties in
16 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
17 that the payment of that amount be paid in accordance with the terms of the Memorandum of
18 Understanding.

19 12. The Court finds and determines that the fees and expenses in administering the
20 Settlement incurred by Phoenix Class Action Administration Solutions in the amount of
21 \$6,750.00, are fair and reasonable. The Court hereby gives final approval to and orders that the
22 payment of that amount in accordance with the terms of the Memorandum of Understanding.

23 13. The Court finds and determines the Class Representative Enhancement Award of
24 up to \$500 for Plaintiff is fair and reasonable. The Court hereby orders the Settlement
25 Administrator to make this payment to the Plaintiff/Class Representative in accordance with the
26 terms of the Memorandum of Understanding.

27 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
28 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of

1 \$40,000.00 and litigation costs of \$6,000.00. The Court finds such amounts to be fair and
2 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
3 accordance with the terms of the Memorandum of Understanding.

4 15. Within ten (10) business days after receiving Defendants' funds, the Settlement
5 Administrator will distribute the Individual Settlement Payments to participating Settlement Class
6 Members, Class Counsel's attorneys' fees and costs, LWDA Payment, Plaintiff's Enhancement
7 Award, and employer and employee tax withholdings applicable to the Net Settlement Amount
8 allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search
9 based on the National Change of Address Database to update and correct for any known or
10 identifiable address changes.

11 16. Settlement Class Members will have 180 days from the date their Individual
12 Settlement Payment checks are dated to cash their Settlement checks. Any checks that are not
13 cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall
14 be paid to the State Controller Unclaimed Property Fund in the name of the Class Member for
15 whom the funds are designated.

16 17. Without affecting the finality of this order or the entry of judgment in any way,
17 the Court retains jurisdiction of all matters relating to the interpretation, administration,
18 implementation, effectuation, and enforcement of this order and the Settlement.

19 18. Neither Defendants nor any related persons or entities shall have any further
20 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
21 except as provided for by the Memorandum of Understanding.

22 19. Neither the making of the Memorandum of Understanding nor the entry into the
23 Memorandum of Understanding constitutes an admission by Defendants, nor is this order a
24 finding of the validity of any claims in this case or of any other wrongdoing. Further, the
25 Memorandum of Understanding is not a concession, and shall not be used as an admission of any
26 wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the
27 terms of the Memorandum of Understanding be construed as an admission or concession by or
28 against Defendants or any related person or entity.

1 20. Nothing in this order shall preclude any action to enforce the Parties' obligations
2 under the Settlement or under this order, including the requirement that Defendants make payment
3 to the participating Settlement Class Members in accordance with the Settlement.

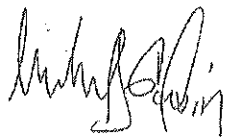
4 21. Upon completion of administration of the Settlement, the Settlement
5 Administrator will provide written certification of such completion to the Court and counsel for
6 the Parties which shall be filed with the Court five (5) court days before the non-appearance
7 compliance hearing set for **October 28, 2022** at 9:30 a.m., in Dept. C16.

8 22. The Court hereby enters final judgment in accordance with the terms of the
9 Memorandum of Understanding, the Order Granting Preliminary Approval of Class Action
10 Settlement filed on July 30, 2021, and this Order.

11 23. Class Counsel shall file a Notice of Entry of Judgment, and provide the same to
12 the Settlement Administrator who shall post the Order and Judgment on the Settlement
13 Administrator's website for ninety days.

14 24. The Parties will bear their own costs and attorneys' fees except as otherwise
15 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
16 costs.

17
18 DATED: 02 - 28, 2022



19 Honorable ~~James Di Cesare~~ Michael J. Galvin
20 TEMPORARY JUDGE OF THE SUPERIOR COURT

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